

ENTERED

August 15, 2023

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE	§	CASE NO. 22-31334
WILLIAM LEWIS BENNETT,	§	
Debtor,	§	CHAPTER 7
	§	
	§	JUDGE [Jointly Administered]
	§	
TITUS LEASING COMPANY, LLC,	§	
Plaintiff,	§	ADVERSARY NO. 22-03256
	§	
v.	§	
	§	
WILLIAM LEWIS BENNETT,	§	
Defendant.	§	

AGREED FINAL JUDGMENT

Came on for consideration, the agreed final disposition of this case. Pursuant to the agreement of the parties as reflected herein by their signatures below, the Court finds entry of this Agreed Final Judgment is proper in this case. The Court finds it has jurisdiction over the parties and subject matter. Further, the Court finds the parties have previously appeared and made their appearances for all purposes in this cause. Based on the agreement of the parties, the Court finds Plaintiff Titus Leasing Company ("Plaintiff") is entitled to recover judgment as set forth below against Defendant William Lewis Bennett ("Debtor"). The parties also stipulate and agree as follows:

1. On May 17, 2022, Debtor filed a petition under Chapter 7 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division.
2. Plaintiff Titus Leasing Company filed its Objection to Discharge (Plaintiff's Adversary Complaint) ("Complaint"), Dkt. 1, pursuant to 11 U.S.C. §§ 523(a)(2), and 523(a)(6), on August 15, 2022, commencing this adversary proceeding and seeking a determination that the

debt owing from Debtor to Titus is non-dischargeable pursuant to 11 U.S.C. §§ 523(a)(2), and 523(a)(6). The Complaint was timely filed.

3. The Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334. Venue of this adversary proceeding is proper in this District pursuant to 28 U.S.C. § 1409. This adversary proceeding is a core proceeding under 28 U.S.C. § 157(b)(2).

4. Plaintiff and Debtor wish to resolve the issues set forth in the Complaint by means of an agreement to enter judgment upon the terms set forth herein.

IT IS THEREFORE ORDERED AND DECREED as follows:

5. Plaintiff recover judgment from Debtor in the amount of Five Hundred Ninety-Five Thousand Two Hundred Thirty-One and 91/100 Dollars (\$595,231.91), as shown below:

• 2017 Ferrari:	
Accelerated Lease Owed:	\$120,999.00
• 2019 Bentley	
Accelerated Lease Owed:	\$99,040.00
• Land Rover	
Accelerated Lease Owed:	\$66,608.79
• Rolls Royce	
Accelerated Lease Owed:	\$129,242.91
• Aston Martin	
Accelerated Lease Owed:	\$161,546.25
• Pre-Bankruptcy Filing Interest Due:	\$17,794.96
Total:	\$595,231.91


6. Plaintiff recover reasonable and necessary attorney fees in the amount of \$10,000, with post-judgment interest to accrue at the rate of 5% per annum (“Judgment”) for which let execution issue.

7. The Judgment is a non-dischargeable debt of Debtor pursuant to 11 U.S.C. §§ 523(a)(2), and 523(a)(6), and shall be entitled to collateral estoppel effect in this and any subsequent bankruptcy case filed by or against the Debtor and Debtor shall be entitled to a credit for any amounts paid to Plaintiff for its collection of the Judgment.

8. Plaintiff and Debtor hereby acknowledge and agree they have read this Agreed Judgment in its entirety, they fully understand its content and effect, and they agree to entry of the same after having been provided an opportunity to consult with, and after having consulted with, an attorney of their choosing. There are no representations, covenants, warranties, promises, agreements, conditions, or undertakings, oral or written, between Plaintiff and Debtor other than those set forth herein. Titus and Debtor each acknowledge they have not relied upon any inducements or representations on the part of the other party, or any agent acting on behalf of the other party, in making and entering this Agreed Judgment.

9. The parties hereto agree they may rely upon the facsimile signature of any other party as constituting a duly-authorized, irrevocable, actual, current delivery of this Agreed Judgment.

Signed: August 15, 2023


Eduardo V. Rodriguez
Chief United States Bankruptcy Judge

AGREED IN FORM AND FOR ENTRY:

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/s/ Wesley G. Lotz

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Date: 06/13/2023

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Debtor, Pro Se

Date: 6-13-2023